

REFERENCE TITLE: **settlement of claims; workers' compensation**

State of Arizona
House of Representatives
Forty-ninth Legislature
First Regular Session
2009

HB 2198

Introduced by
Representatives McLain, Jones: Reagan

AN ACT

AMENDING TITLE 23, CHAPTER 6, ARTICLE 3, ARIZONA REVISED STATUTES, BY ADDING SECTION 23-941.01; RELATING TO WORKERS' COMPENSATION.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:
2 Section 1. Title 23, chapter 6, article 3, Arizona Revised Statutes,
3 is amended by adding section 23-941.01, to read:

4 23-941.01. Settlement of claims

5 A. THE INTERESTED PARTIES TO A CLAIM MAY SETTLE ALL OR ANY PART OF THE
6 CLAIM FOR COMPENSATION, BENEFITS, PENALTIES OR INTEREST OR AGREE TO A FULL
7 AND FINAL SETTLEMENT OF THE CLAIM. A FULL AND FINAL SETTLEMENT IS A
8 SETTLEMENT UNDER WHICH THE INJURED WORKER WAIVES ANY FUTURE ENTITLEMENT TO
9 BENEFITS ON THE CLAIM AND WAIVES ANY FUTURE RIGHT TO REOPEN OR REARRANGE THE
10 CLAIM PURSUANT TO SECTION 23-1061, SUBSECTION H. IF APPROVED, A FULL AND
11 FINAL SETTLEMENT OF THE CLAIM IS NOT SUBJECT TO REOPENING OR REARRANGEMENT
12 OTHER THAN ON THE GROUND OF FRAUD OR MUTUAL MISTAKE OF MATERIAL FACT.

13 B. A SETTLEMENT SHALL BE IN WRITING AND SIGNED BY AN AUTHORIZED
14 REPRESENTATIVE OF THE CARRIER OR EMPLOYER AND, IF REPRESENTED, BY THE
15 EMPLOYEE'S AUTHORIZED REPRESENTATIVE. THE SETTLEMENT AGREEMENT SHALL ALSO BE
16 SIGNED AND SWORN TO BY THE EMPLOYEE. IF THE AGREEMENT IS A FULL AND FINAL
17 SETTLEMENT, THE AGREEMENT SHALL INCLUDE THE EMPLOYEE'S CERTIFICATION. THE
18 EMPLOYEE'S CERTIFICATION SHALL INCLUDE SUBSTANTIALLY THE FOLLOWING
19 STATEMENTS:

20 1. I CERTIFY THAT I HAVE READ THIS ENTIRE AGREEMENT, OR
21 TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, IF
22 APPLICABLE, THIS AGREEMENT HAS BEEN READ TO ME, AND I UNDERSTAND
23 ALL OF THE CONTENTS OF THIS AGREEMENT AS WELL AS THE FULL LEGAL
24 SIGNIFICANCE AND CONSEQUENCES OF ENTERING INTO THIS AGREEMENT.

25 2. I UNDERSTAND THAT IF THIS AGREEMENT IS APPROVED I WILL
26 RECEIVE ONLY THE BENEFITS MENTIONED IN THIS AGREEMENT, UNLESS
27 THE AGREEMENT PROVIDES SPECIFICALLY FOR ADDITIONAL AMOUNTS. I
28 UNDERSTAND THAT MY EMPLOYER, ITS INSURANCE COMPANY OR ITS
29 ADMINISTRATOR WILL NEVER HAVE TO PAY ANY OTHER WORKERS'
30 COMPENSATION BENEFITS FOR THE INJURY.

31 3. EXCEPT FOR THE AMOUNTS OR BENEFITS LISTED IN THIS
32 AGREEMENT, I HAVE BEEN OFFERED NOTHING OF VALUE TO CONVINCE ME
33 TO SIGN THIS AGREEMENT.

34 4. EITHER OF THE FOLLOWING:

35 (a) I HAVE BEEN REPRESENTED BY AN ATTORNEY OF MY OWN
36 CHOOSING DURING THIS CASE. MY ATTORNEY HAS EXPLAINED TO ME THE
37 CONTENT OF THIS AGREEMENT AND ITS EFFECT ON MY RIGHTS.

38 (b) I HAVE NOT BEEN REPRESENTED BY AN ATTORNEY OF MY OWN
39 CHOOSING. HOWEVER, I HAVE BEEN TOLD THAT I HAVE THE RIGHT TO BE
40 REPRESENTED BY AN ATTORNEY OF MY OWN CHOOSING IN THIS
41 PROCEEDING. I HAVE MADE MY OWN DECISION NOT TO HAVE AN ATTORNEY
42 REPRESENT ME.

1 C. THE INTERESTED PARTIES SHALL SUBMIT THE PROPOSED SETTLEMENT
2 AGREEMENT TO THE COMMISSION TO BE REVIEWED BY AN ADMINISTRATIVE LAW JUDGE.
3 THE ADMINISTRATIVE LAW JUDGE SHALL REVIEW THE AGREEMENT TO ASSURE THAT THE
4 INJURED WORKER HAS A FULL UNDERSTANDING OF THE RIGHTS BEING WAIVED BY THE
5 AGREEMENT.

6 D. A SETTLEMENT AGREEMENT UNDER THIS SECTION IS NOT VALID AND
7 ENFORCEABLE UNLESS APPROVED BY THE COMMISSION.